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lien will not be denied if his certificate sets out a true account of the amount due him with all just credits given, although he fails to set out the contract price, there being no intention to mislead and no one being actually misled. Advances made to intervening contractors by the owner of the building will imply the latter's consent. The contractor may charge the profit on labor above the market price if it can be shown what such labor was worth.

Mortgage—Priority of Mechanics' Lien—Foreign Corporations.—*Chapman v. Brewer, et al.*, 62 N. W. Rep. 320 (Neb.). This was an action of foreclosure upon a real estate mortgage. Besides the Brewers a manufacturing company was made a defendant. A cross-bill was filed by this company, setting up a mechanic's lien prior in point of time to the mortgage of Chapman, and the court held that the lien of a mechanic was superior to a real estate mortgage, provided the latter was not recorded before any materials were furnished or actual work commenced; and that mortgages taken while a building is being erected are subject to the liens of mechanics.

Mechanic's Lien—Liability of Testator's Estate—Devisee's Exemption.—*Tubridy v. Wright, et al.*, 39 N. E. 640 (N. Y.). Action brought against executors of deceased to foreclose a mechanic's lien. Plaintiff had contracted with deceased to do certain work on the latter's real property, but the deceased died before contract was completed. The executors, to whom deceased had devised his property in trust, ordered plaintiff to complete the contract, which he did. Thereafter, within the time prescribed by statute, a lien was filed against the property for the entire sum then remaining unpaid upon the contract. Held, that plaintiff could only recover for that work done under direct orders of the executors.

LIMITATIONS.

Limitations—Suspension by Non-residence.—*Batchelder v. Barber*, 31 Atl. Rep. 293 (Vt.). In order to claim under the statute of limitations for non-residence of debtor it is necessary to show that such debtor, while residing without the State, did not have known property within the State that could have been attached by the common process of law.

Adverse Possession—Limitation—Running of Statute—Change of Statute.—*MacAuliff v. Parker*, 38 Pac. Rep. 744. The Statute of

Limitations will not begin to run until there is some one to sue or be sued, but when it has once commenced to run it will not cease for any reason not expressly provided in the statute. And when the period of limitations is changed by a subsequent statute to a shorter period, the period of the former no longer obtains, and upon the determination of the shorter period recovery will be barred.

Limitation—Assumption of Note.—*Stinson v. Aultman, Miller & Co.*, 38 Pac. Rep. 788. Defendant, an attorney, assumed, in writing, a note payable to plaintiffs, who, about the time the note became due, sent it to the defendant for collection. Note returned uncollected, and after seven years the plaintiffs learn of defendant's assumption, and sue him upon it. *Held:* That the defendant's assumption of the note was not harmful to the plaintiffs, and did not interfere with their right of action against the maker of the note; also that an action on the written instrument was barred by the Statute of Limitation which began to run, not at discovery of the written assumption, but at the maturity of the note.

Limitations—Residence in Another State.—*Webster v. Davies*, 62 N. W. Rep. 484 (Neb.). Plaintiff brought action against defendant for several promissory notes executed and delivered in the State of Nebraska, while defendant was a resident of that State. Defendant answered that for more than three years prior to the time the action was brought he had been a resident of Wyoming, and that the statute of the latter State (introduced in evidence) provided that, where an indebtedness of this character arose before defendant went to the State, action must be brought thereon within two years. *Held:* That an action was barred in Nebraska when the defendant had resided in another State for the full period of limitations under the laws of that State, even though the cause of action arose in the former State and the defendant resided there when it arose.

Limitation of Actions—Acknowledgment to Third Party.—*Miller v. Teeter*, 31 Atl. Rep. 394 (N. J.). A bill was brought to foreclose a mortgage, and the answer set up the bar of the statute of limitations. The evidence showed that at the request of the defendant a third party wrote a letter to the complainant concerning a mortgage held by said complainant against the farm of the defendant, saying that the defendant had made arrangements to pay it